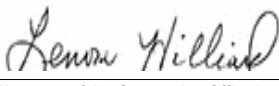


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 66	
2. CONTRACT (Proc. Inst. Ident.) NO. 68HERD19D0001				3. EFFECTIVE DATE 05/02/2019		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR-ORD-18-02175	
5. ISSUED BY CODE ITAD ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709		6. ADMINISTERED BY (If other than Item 5) CODE SCD-A					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Westat, Inc. Attn: (b) (4) 1600 RESEARCH BOULEVARD ROCKVILLE MD 208503129				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 049508120		FACILITY CODE					
11. SHIP TO/MARK FOR CODE ORD/NHEERL/EPHD ORD/NHEERL/EPHD US Environmental Protection Agency 104 Mason Farm Road Chapel Hill NC 27514		12. PAYMENT WILL BE MADE BY CODE RTP RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$8,302,590.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-3	X	I	CONTRACT CLAUSES	50-65
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	8-10	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	11	X	J	LIST OF ATTACHMENTS	66
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X	E	INSPECTION AND ACCEPTANCE	14	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	18		INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	19-22				
X	H	SPECIAL CONTRACT REQUIREMENTS	23-49	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Lenora Hilliard			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)		05/02/2019	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERD19D0001	PAGE	OF
		2	66

NAME OF OFFEROR OR CONTRACTOR
Westat, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 049508120</p> <p>Max Expire Date: 05/01/2024 InvoiceApprover: Edward Hudgens Alt Invoice App: Elizabeth Sams</p> <p>Period of Performance: 05/02/2019 to 05/01/2024</p> <p>YEAR 1 - Research Support for Environmental Epidemiologic Studies in accordance with Attachment 2 - Performance Work Statement</p> <p>Accounting Info: 18-19-C-26XR000-000FK6XR1-2532-26A5C-1826XRE036-00 1 BFY: 18 EFY: 19 Fund: C Budget Org: 26XR000 Program (PRC): 000FK6XR1 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 1826XRE036-001 Funding Flag: Complete Funded: \$33,508.00</p> <p>Accounting Info: 18-19-C-26XR000-000FK7XR4-2532-26A5C-1826XRE036-00 2 BFY: 18 EFY: 19 Fund: C Budget Org: 26XR000 Program (PRC): 000FK7XR4 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 1826XRE036-002 Funding Flag: Complete Funded: \$26,609.00</p> <p>Accounting Info: 18-19-C-26XR000-000FK8XPV-2532-26A5C-1826XRE036-00 3 BFY: 18 EFY: 19 Fund: C Budget Org: 26XR000 Program (PRC): 000FK8XPV Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 1826XRE036-003 Funding Flag: Complete Funded: \$23,391.00</p> <p>Accounting Info: 18-19-C-26XR000-000FK8XPW-2532-26A5C-1826XRE036-00 4 BFY: 18 EFY: 19 Fund: C Budget Org: 26XR000 Program (PRC): 000FK8XPW Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 1826XRE036-004 Funding Flag: Complete Funded: \$16,492.00</p>				1,564,840.00
0002	<p>YEAR 2 - Research Support for Environmental Epidemiologic Studies in accordance with Attachment 2 - Performance Work Statement</p> <p>Obligated Amount: \$0.00</p>				1,611,470.00
0003	<p>YEAR 3 - Research Support for Environmental Epidemiologic Studies in accordance with Attachment 2 - Performance Work Statement</p> <p>Obligated Amount: \$0.00</p> <p>Continued ...</p>				1,658,100.00

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	68HERD19D0001	3	66

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	68HERD19D0001	3	66

Westat, Inc.

Westat, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	YEAR 4 - Research Support for Environmental Epidemiologic Studies in accordance with Attachment 2 - Performance Work Statement Obligated Amount: \$0.00				1,707,930.0
0005	YEAR 5 - Research Support for Environmental Epidemiologic Studies in accordance with Attachment 2 - Performance Work Statement Obligated Amount: \$0.00				1,760,250.0

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 EPA-B-16-101 - MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of **\$100,000.00**. The amount of all orders shall not exceed **\$8,302,590.00**

B.2 EPA-B-31-101 - OTHER DIRECT COSTS

For the ordering period listed below, Other Direct Costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Base Ordering Period Other Direct Costs (ODCs) - \$225,000.00
 Ordering Period 1 Other Direct Costs (ODCs) - \$236,000.00
 Ordering Period 2 Other Direct Costs (ODCs) - \$247,000.00
 Ordering Period 3 Other Direct Costs (ODCs) - \$259,000.00
 Ordering Period 4 Other Direct Costs (ODCs) - \$272,000.00

Include G&A in ODCs if applicable.

B.3 EPA-B-32-103 - LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line items 0001 are severable and may be incrementally funded. For this item, the sum of **(incremental funding to be obligated at the task order level when applicable)** of the total price is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract for those items. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph "(h)" of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will

approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor will not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION: (Provided at Task Order Level when applicable)

PRIOR THIS NEW

AMOUNT MOD. AMOUNT

BASE PERIOD

Total Maximum Amount:[]

Funded Amount:[]

B.4 EPAAR 1552.216-73 FIXED RATES FOR SERVICES—INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contract.

See Attachment 1- Fixed Price Schedule for Year 1 through Year 5

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 EPA-C-10-102 - INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL

The Contractor's technical proposals entitled, **Westat's Part I. Technical Proposal – Research Support for Environmental Epidemiologic Studies** dated **January 17, 2018**, and **Westat's Part I. Response to Technical Discussion Items** dated **October 25, 2018** are incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.2 EPA-C-10-103 - INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN

The Contractor shall adhere to the procedures set forth in its QA plan dated **TBD 28 days after contract award (in accordance with E.2 – FAR 52.246-11 – Higher-level contract quality requirement (Government Specification) (Dec 2014)**, which is incorporated by reference.

C.3 EPAAR 1552.211-79 - COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JUL 2016)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information

services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) Section 508 requirements. Contract deliverables are required to be compliant with Section 508 requirements. The Environmental Protection Agency policy for 508 compliances can be found on the Agency's Directive System identified in section (d) of this clause under policy number CIO 2130.0, Accessible Electronic and Information Technology. Additional information on Section 508 including EPA's 508 policy can be found at www.epa.gov/accessibility.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE - LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-6	MAY 2001	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR
52.246-7	AUG 1996	INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED PRICE
52.246-8	MAY 2001	INSPECTION OF RESEARCH AND DEVELOPMENT – COST REIMBURSEMENT

E.2 FAR 52.246-11 - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (DEC 2014)

The Contractor shall comply with the higher-level quality standard selected below.

	Title	Number	Date	Tailoring
X	Specifications and Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	See Below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to

ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

	Documentation	Specifications	Due
X	Quality Management Plan shall be prepared in accordance with Instructions for the Preparation of a Quality Management Plan (EPA-L-46-101).	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	With offer
	Joint Quality Management Plan / Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Management Plans (QA/R2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	With offer
	Programmatic Quality Assurance Project Plan for the Entire Program (Contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	With offer
	Other Equivalent:		With Offer

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

	Documentation	Specifications	Due
X	Quality Assurance Plan - Standard Operating Procedure (SOPs) shall be required 28 calendar days after award.	SOPs shall follow the guidance contained in EPA's "Guidance for Preparing Standard Operating Procedures (QA/G6)". Resources for preparing SOPs, including the QA/G6 guidance document, may be found at https://www.epa.gov/quality/agency-wide-quality-system-documents . SOPs shall cover all contract activities and ensure that appropriate methods for sampling, analysis, data handling, and quality control (QC) are employed and are properly documented.	28 calendar days after award.
	Joint Quality Management Plan / Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Management Plans (QA/R2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	
	Programmatic Quality Assurance Project Plan for the Entire Program (Contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	
X	Quality Assurance Project Plan for Each Applicable Project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Upon issuance of Task Order, as required.
	Project-specific Supplement to Programmatic Quality Assurance Project Plan for Each Applicable Project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	
X	Other Equivalent:	As stated in the PWS, Section E. Quality Assurance Requirements	As required

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Performance Work Statement includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE - LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 EPA-F-12-101 - PERIOD OF PERFORMANCE

The period of performance of this contract shall be five years from the date of award exclusive of all required reports.

F.3 EPAAR 1552.211-70 - REPORTS OF WORK (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with *Attachment4– Reports of Work*. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

F.4 EPAAR 1552.211-75 - WORKING FILES (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in the contractor's working files upon request of the Contracting Officer.

F.5 EPAAR 1552.211-78 - ADVISORY AND ASSISTANCE SERVICES (JUL 2016)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) Name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition; (e) name of the EPA Contracting Officer's Representative (COR) and the COR's office identification and location; and (f) date of report.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 EPA-G-42-101 - CONTRACT ADMINISTRATION REPRESENTATIVES

Contracting Officer's Representative(s) for this contract:

Edward Hudgens

Environmental Public Health Division, Epidemiology Branch

Hudgens.Edward@epa.gov

Contract Specialist(s) responsible for administering this contract:

Adrianne Wells

Office of Acquisition Solutions (OAS)

Information Technology Acquisition Division (ITAD)

Wells.Adrianne@epa.gov

Administrative Contracting Officer:

Lenora Hilliard

Office of Acquisition Solutions (OAS)

Information Technology Acquisition Division (ITAD)

Hilliard.Lenora@epa.gov

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.2 EPAAR 1552.216-72 - ORDERING--BY DESIGNATED ORDERING OFFICERS (JUL 2014)

(a) The Government will order any supplies and services to be furnished under this contract by issuing task/delivery orders on Optional Form 347, or an agency prescribed form, from 05/02/2018 through 05/01/2024. In addition to the Contracting Officer, the following individuals are authorized ordering officers: N/A

(b) A Standard Form 30 will be the method of amending task/delivery orders.

(c) The Contractor shall acknowledge receipt of each order by having an authorized company officer sign either a copy of a transmittal letter or signature block on page 3 of the task/delivery order, depending upon which is provided, within **10 calendar days** of receipt.

(d) Prior to the placement of any task/delivery order, the Contractor will be provided with a proposed Performance Work Statement/ and will be asked to respond with detailed technical and cost proposals within **20 calendar days** or less. The technical proposal will delineate the Contractor's interpretation for the execution of the PWS/SOW, and the pricing proposal will be the Contractor's best estimate for the hours, labor categories and all costs associated with the execution. The proposals are subject to negotiation. The Ordering Officer and the Contractor shall reach agreement on all the material terms of each order prior to the order

being issued.

(e) Each task/delivery order issued will incorporate the Contractor's technical and cost proposals as negotiated with the Government, and will have a ceiling price which the contractor shall not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order which will accrue in the next thirty (30) days will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Under no circumstances will the Contractor start work prior to the issue date of the task/delivery order unless specifically authorized to do so by the Ordering Officer. Any verbal authorization will be confirmed in writing by the Ordering Officer or Contracting Officer within **5 calendar days**.

G.3 EPAAR 1552.232-70 - SUBMISSION OF INVOICES - ALTERNATE I (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block ____ on the cover of the contract; two copies to the Contracting Officer's Representative (the Contracting Officer's Representative may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal—Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature

shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 EPAAR 1552.242-71 - CONTRACTOR PERFORMANCE INFORMATION (SEP 2009)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

G.5 EPAAR 1552.245-71 - GOVERNMENT-FURNISHED DATA (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

The Contractor shall use the Government-furnished data only in connection with this contract.

(c) The following data will be furnished to the Contractor on or about the time indicated:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 EPA-H-07-103 - NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

"The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

H.2 EPA-H-09-107 - UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74) and 2013 Continuing Appropriations Resolution (Pub.L. 112-175), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

- (i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and
 - (ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 or 2013 contract funding.
- (c) The contractor has a continuing obligation to update the subject certification as required.

H.3 EPA-H-15-101 - RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

H.4 EPA-H-23-101 - ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

H.5 EPA-H-27-102 - CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

H.6 EPA-H-27-103 - APPLICATION OF RIGHTS IN DATA--SPECIAL WORKS CLAUSE

The Rights in Data--Special Works (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

H.7 EPA-H-31-104 - APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of task order proposals. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that

is identified in the contract's Performance Work Statement (and/or any applicable Task Order). The contractor shall identify the need for travel in any task order proposals submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a Task Order (apart from approval of the remainder of the Task Order- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Performance Work Statement.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

- (1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.
- (2) Description of circumstances necessitating the travel. Identify the Task Order(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Performance Work Statement.
- (3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of task order proposals that include travel as another direct cost element shall not be construed to be approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

H.8 EPA-H-31-105 - APPROVAL OF TRAINING

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Performance Work Statement. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-

Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained **[Identification of position and job duties to be identified a Task Order Level]**.

(2) Description of circumstances necessitating the training. **[Identification of the specific change to the performance requirements. Identification by number and title of the Task Orders that will benefit from training and a description in detail how the training relates to the Performance Work Statement and job duties under the contract to be identified at Task Order level]**.

(3) Estimated cost **[a cost breakdown and explanation why this is the most cost effective means to fulfill the contract requirements to be identified at Task Order level]**.

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of task order proposals that include training as another direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H.9 EPA-H-31-106 - EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available.

The EPA Contract-level Contracting Officer's Representative (COR) or Task Order COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation.

The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract.

Travel costs must be approved by the COR.

H.10 EPA-H-42-102 - UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

H.11 EPA-H-42-103 - TEMPORARY CLOSURE OF EPA FACILITIES

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term 'Federal holidays' as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	-	New Year's Day
January	-	Third Monday - Martin Luther King Day
February	-	Third Monday - Washington's Birthday
May	-	Last Monday - Memorial Day
July 4	-	Independence Day
September	-	First Monday - Labor Day
October	-	Second Monday - Columbus Day
November 11	-	Veterans Day
November	-	Fourth Thursday - Thanksgiving Day
December 25	-	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;

- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions, the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month. (In this example, the 21-days-per-month figure was calculated as follows:

365 calendar days/year - 10 Federal holidays - 104 Saturdays/Sundays = 251 days/12 months = 20.92 days/month, rounded up to 21 days/month)

(ii) The deduction rate in dollars per day will be multiplied by the number of days' services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.

H.12 EPA-H-44-102 - IDENTIFICATION OF SUBCONTRACTORS

(a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.

(b) Notwithstanding FAR clause 52.244-2, Alt. I, of this contract entitled "Subcontracts", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

(b) (4)

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in writing by the Contracting Officer in advance of the substitution. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts."

H.13 EPAAR 1552.203-71 - DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (JUL 2016)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113. (c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.14 EPAAR 1552.208-70 - PRINTING (SEP 2012)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document

suitable for printing/duplication.

“Desktop Publishing” is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered “printing.” However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered “printing”.

“Microform” is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and include microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

“Duplication” means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

“Requirement” means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

“Incidental” means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) Prohibition.

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than

5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) Violations.

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.15 EPAAR 1552.209-71 - ORGANIZATIONAL CONFLICTS OF INTEREST
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor shall immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.16 EPAAR 1552.209-73 - NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed

hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.17 EPAAR 1552.227-76 - PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(c) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.18 EPAAR 1552.228-70 - INSURANCE LIABILITY TO THIRD PERSONS (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.19 EPAAR 1552.235-70 - SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the

Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.20 EPAAR 1552.235-71 - TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.21 EPAAR 1552.235-73 - ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996)

In order to perform duties under the contract, the Contractor shall need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor shall be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

H.22 EPAAR 1552.235-76 - TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.23 EPAAR 1552.235-77 - DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security

Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.24 EPAAR 1552.235-78 - DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it

has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and,
- (2) The facts warrant an equitable adjustment.

H.25 EPAAR 1552.235-79 - RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as

providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.26 EPAAR 1552.235-80 - ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor

H.27 EPAAR 1552.237-70 - CONTRACT PUBLICATION REVIEW PROCEDURES (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within 30 calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document: This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.28 1552.237-71 TECHNICAL DIRECTION (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days

after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
 - (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
 - (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.
- (f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.
- (g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

H.29 EPAAR 1552.237-72 - KEY PERSONNEL (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

1. **Project Leader** – (b) (4)
2. **Epidemiologic Field Studies Leader** – (b) (4)
3. **Data Management Leader** – (b) (4)
4. **Data Analysis Leader** – (b) (4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.30 EPAAR 1552.237-75 - PAPERWORK REDUCTION ACT (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting officer that the required Office of Management and Budget (OMB) final clearance was received.

H.31 EPAAR 1552.237-76 - GOVERNMENT-CONTRACTOR RELATIONS (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax

withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within **five (5)** calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within **five (5)** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.32 EPAAR 1552.242-71 - CONTRACTOR PERFORMANCE INFORMATION (DEVIATION) (OCT 1992)

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the

matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

H.33 EPAAR 1552.235-75 - ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996)

In order to perform duties under the contract, the Contractor shall need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor shall be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	NOV 2013	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	MAY 2014	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	MAY 2014	ANTI-KICKBACK PROCEDURES
52.203-8	MAY 2014	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	MAY 2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	OCT 2015	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	OCT 2015	DISPLAY OF HOTLINE POSTER(S).
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT
52.204-10	OCT 2015	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
52.209-6	OCT 2015	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-9	JUL 2013	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
52.215-2	OCT 2010	AUDIT AND RECORDS—NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE (UNIFORM CONTRACT FORMAT)
52.215-10	AUG 2011	PRICE REDUCTION FOR EFFECTIVE COST OR PRICING DATA
52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS
52.215-12	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2010	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSIONS OR ADJUSTMENTS OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.216-7	JUN 2011	ALLOWABLE COST AND PAYMENT
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-4	OCT 2014	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS

52.219-8	OCT 2014	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2011	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	MAY 2014	RIGHTS IN DATA—GENERAL
52.227 16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA--SPECIAL WORKS
52.228-7	MAR 1996	INSURANCE LIABILITY TO THIRD PERSONS
52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	MAY 2014	INTEREST
52.232-23	MAY 2014	ASSIGNMENT OF CLAIMS
52.232-25	JUL 2013	PROMPT PAYMENT
52.232-33	JUL 2013	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242 4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I
52.244-2	OCT 2010	SUBCONTRACTS ALTERNATE I (JUNE 2007)
52.245-1	AUG 2010	GOVERNMENT PROPERTY ALTERNATE I
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-9	APR 1984	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)
52.249 14	APR 1984	EXCUSABLE DELAYS
52.251-1	AUG 2010	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

CLAUSES APPLICABLE TO COST REIMBURSABLE TASK ORDERS:

NUMBER	DATE	TITLE
52.216-7	JUN 2013	ALLOWABLE COST & PAYMENT
52.232-20	APR 1984	LIMITATION OF COSTS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.242-3	MAY 2014	PENALTIES FOR UNALLOWABLE COSTS
52.243-2	AUG 1987	CHANGES – COST REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES – COST REIMBURSEMENT
52.249-6	MAY 2004	TERMINATION (COST REIMBURSEMENT)

I.2 FAR 52.204-9 -PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

I.3 FAR 52.215-19 - NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408](#)(k).

I.4 FAR 52.215-21 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.5 FAR 52.216-18 - ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award through contract expiration.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.6 FAR 52.216-19 - ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **No Minimum** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of **the contract ceiling**;

(2) Any order for a combination of items in excess of **the contract ceiling**; or

(3) A series of orders from the same ordering office within **three (3)** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **two (2)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.7 FAR 52.216-22 - INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 calendar days beyond the expiration date of the contract.

I.8 FAR 52.217- 8 – OPTION TO EXTEND SERVICES (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 calendar days** from the end of the period of performance of each ordering period.

I.9 FAR 52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (JUL 2013) DEVIATION

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the

representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code 541715 assigned to contract number 68HERD19D0001.

[Contractor to sign and date and insert authorized signer's name and title].

I.10 FAR 52.222-21 - PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.11 FAR 52.222-42 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

<u>Occupation Code – Title</u>	<u>Rate</u>
Librarian	\$26.63
Junior Librarian	\$12.41
Field Interviewer	\$22.00
Environmental Sample Collector	\$18.00

I.12 FAR 52.223-5 - POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

“Priority chemical” means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical” means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

I.13 FAR 52.223-9 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (MAY 2008)

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

I.14 FAR 52.232-40 - PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

I.15 FAR 52.233-4 - APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

I.16 FAR 52.243-7 - NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions.* “Contracting Officer,” as used in this clause, does not include any representative of the Contracting Officer.

“Specifically Authorized Representative (SAR),” as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within **five (5)** calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor’s estimate of the time by which the Government must respond to the Contractor’s notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within **five (5)** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I.17 FAR 52.244-2 - SUBCONTRACTS (OCT 2010)

a) *Definitions.* As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a

subcontractor to furnish supplies or services for performance of the prime contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
 - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
 - (2) Is fixed-price and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified

- cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Alternate I (June 2007). As prescribed in 44.204(a)(2), substitute the following paragraph (e)(2) for paragraph (e)(2) of the basic clause:

- (e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee

subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

I.18 FAR 52.244-5 - COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

I.19 FAR 52.244-6 - SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)

(a) Definitions. As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

- (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xi) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).
- (xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.20 FAR 52.252- 2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov>

I.21 FAR 52.252-6 - AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.
- (b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

SECTION J - LIST OF ATTACHMENTS

J.1 EPA-J-52-101 - LIST OF ATTACHMENTS

1. ATTACHMENT 1 - FIXED RATE PRICING SCHEDULE
2. ATTACHMENT 2 - PERFORMANCE WORK STATEMENT
3. ATTACHMENT 3 - PERSONNEL SKILL CATEGORY DESCRIPTIONS AND REQUIREMENTS
4. ATTACHMENT 4 - REPORTS OF WORK
5. ATTACHMENT 5 - SERVICE CONTRACT ACT WAGE DETERMINATION
6. ATTACHMENT 6 - INVOICE PREPARATION INSTRUCTIONS
7. ATTACHMENT 7 - QUALITY ASSURANCE SURVILLANCE PLAN (QASP)
8. ATTACHMENT 8 – SMALL BUSINESS SUBCONTRACTING PLAN

ATTACHMENT 1

FIXED RATE PRICING SCHEDULE

FIXED RATE PRICING SCHEDULE

These hours represent estimates ONLY and actual utilization of these positions may vary over the life of the contract. Estimated hours can be redistributed amongst all labor categories with the total estimated hours remaining the same per year. Loaded rates shall be applicable to both Cost Reimbursable and Fixed Price Task Orders.

Base Ordering Period:

CLIN	Description	Estimated Hours	Unit	Loaded Rate
001	Project Leader*	(b) (4)	Hour	(b) (4)
002	Epidemiologic Field Studies Leader*	(b) (4)	Hour	(b) (4)
003	Data Management Leader*	(b) (4)	Hour	(b) (4)
004	Data Analysis Leader*	(b) (4)	Hour	(b) (4)
005	Senior Lead Biostatistician	(b) (4)	Hour	(b) (4)
006	Senior Lead Statistician	(b) (4)	Hour	(b) (4)
007	Task Order Lead	(b) (4)	Hour	(b) (4)
008	Epidemiologist	(b) (4)	Hour	(b) (4)
009	Senior Statistician	(b) (4)	Hour	(b) (4)
010	Librarian	(b) (4)	Hour	(b) (4)
011	Research Assistant	(b) (4)	Hour	(b) (4)
012	Data Manager	(b) (4)	Hour	(b) (4)
013	Statistical Programmer	(b) (4)	Hour	(b) (4)
014	Junior Librarian	(b) (4)	Hour	(b) (4)
015	Junior Data Manager	(b) (4)	Hour	(b) (4)
016	Junior Statistical Programmer	(b) (4)	Hour	(b) (4)
017	Analytical Chemistry Technician	(b) (4)	Hour	(b) (4)
018	Biology/Biochemistry Technician	(b) (4)	Hour	(b) (4)
019	Senior Environmental Sample Collector	(b) (4)	Hour	(b) (4)
020	Field Study Site Lead	(b) (4)	Hour	(b) (4)

021	Technical Editor	(b) (4)	Hour	(b) (4)
022	Environmental Sample Collector	(b) (4)	Hour	(b) (4)
023	Field Interviewer	(b) (4)	Hour	(b) (4)
024	Junior Biostatistician	(b) (4)	Hour	(b) (4)
025	Junior Statistician	(b) (4)	Hour	(b) (4)
026	Junior Epidemiologist	(b) (4)	Hour	(b) (4)
027	Field Study Site Supervisor	(b) (4)	Hour	(b) (4)
028	Deputy Project Leader	(b) (4)	Hour	(b) (4)
029	Field Studies Task Manager	(b) (4)	Hour	(b) (4)
030	Senior Research Assistant	(b) (4)	Hour	(b) (4)
031	Biostatistician	(b) (4)	Hour	(b) (4)

	Subtotal Direct Labor			(b) (4)
	Other Direct Cost (+G&A if applicable)	NTE**		\$225,000.00
	BASE ORDERING PERIOD TOTAL	14,000	Total Hour	(b) (4)

**Denotes Key Personnel Positions*

***Not-to-Exceed – NTE per year*

Ordering Period 1:

CLIN	Description	Estimated Hours	Unit	Loaded Rate
001	Project Leader*	(b) (4)	Hour	(b) (4)
002	Epidemiologic Field Studies Leader*	(b) (4)	Hour	(b) (4)
003	Data Management Leader*	(b) (4)	Hour	(b) (4)
004	Data Analysis Leader*	(b) (4)	Hour	(b) (4)
005	Senior Lead Biostatistician	(b) (4)	Hour	(b) (4)
006	Senior Lead Statistician	(b) (4)	Hour	(b) (4)
007	Task Order Lead	(b) (4)	Hour	(b) (4)
008	Epidemiologist	(b) (4)	Hour	(b) (4)
009	Senior Statistician	(b) (4)	Hour	(b) (4)
010	Librarian	(b) (4)	Hour	(b) (4)
011	Research Assistant	(b) (4)	Hour	(b) (4)
012	Data Manager	(b) (4)	Hour	(b) (4)
013	Statistical Programmer	(b) (4)	Hour	(b) (4)
014	Junior Librarian	(b) (4)	Hour	(b) (4)
015	Junior Data Manager	(b) (4)	Hour	(b) (4)
016	Junior Statistical Programmer	(b) (4)	Hour	(b) (4)
017	Analytical Chemistry Technician	(b) (4)	Hour	(b) (4)
018	Biology/Biochemistry Technician	(b) (4)	Hour	(b) (4)
019	Senior Environmental Sample Collector	(b) (4)	Hour	(b) (4)
020	Field Study Site Lead	(b) (4)	Hour	(b) (4)
021	Technical Editor	(b) (4)	Hour	(b) (4)
022	Environmental Sample Collector	(b) (4)	Hour	(b) (4)
023	Field Interviewer	(b) (4)	Hour	(b) (4)
024	Junior Biostatistician	(b) (4)	Hour	(b) (4)
025	Junior Statistician	(b) (4)	Hour	(b) (4)

026	Junior Epidemiologist	(b) (4)	Hour	(b) (4)
027	Field Study Site Supervisor	(b) (4)	Hour	(b) (4)
028	Deputy Project Leader	(b) (4)	Hour	(b) (4)
029	Field Studies Task Manager	(b) (4)	Hour	(b) (4)
030	Senior Research Assistant	(b) (4)	Hour	(b) (4)
031	Biostatistician	(b) (4)	Hour	(b) (4)

	Subtotal Direct Labor			(b) (4)
	Other Direct Cost <i>(+G&A if applicable)</i>	NTE**		\$236,000.00
	ORDERING PERIOD 1 TOTAL	14,000	Total Hour	(b) (4)

**Denotes Key Personnel Positions*

***Not-to-Exceed – NTE per year*

Ordering Period 2:

CLIN	Description	Estimated Hours	Unit	Loaded Rate
001	Project Leader*	(b) (4)	Hour	(b) (4)
002	Epidemiologic Field Studies Leader*	(b) (4)	Hour	(b) (4)
003	Data Management Leader*	(b) (4)	Hour	(b) (4)
004	Data Analysis Leader*	(b) (4)	Hour	(b) (4)
005	Senior Lead Biostatistician	(b) (4)	Hour	(b) (4)
006	Senior Lead Statistician	(b) (4)	Hour	(b) (4)
007	Task Order Lead	(b) (4)	Hour	(b) (4)
008	Epidemiologist	(b) (4)	Hour	(b) (4)
009	Senior Statistician	(b) (4)	Hour	(b) (4)
010	Librarian	(b) (4)	Hour	(b) (4)
011	Research Assistant	(b) (4)	Hour	(b) (4)
012	Data Manager	(b) (4)	Hour	(b) (4)
013	Statistical Programmer	(b) (4)	Hour	(b) (4)
014	Junior Librarian	(b) (4)	Hour	(b) (4)
015	Junior Data Manager	(b) (4)	Hour	(b) (4)
016	Junior Statistical Programmer	(b) (4)	Hour	(b) (4)
017	Analytical Chemistry Technician	(b) (4)	Hour	(b) (4)
018	Biology/Biochemistry Technician	(b) (4)	Hour	(b) (4)
019	Senior Environmental Sample Collector	(b) (4)	Hour	(b) (4)
020	Field Study Site Lead	(b) (4)	Hour	(b) (4)
021	Technical Editor	(b) (4)	Hour	(b) (4)
022	Environmental Sample Collector	(b) (4)	Hour	(b) (4)
023	Field Interviewer	(b) (4)	Hour	(b) (4)
024	Junior Biostatistician	(b) (4)	Hour	(b) (4)
025	Junior Statistician	(b) (4)	Hour	(b) (4)
026	Junior Epidemiologist	(b) (4)	Hour	(b) (4)

027	Field Study Site Supervisor	(b) (4)	Hour	(b) (4)
028	Deputy Project Leader	(b) (4)	Hour	(b) (4)
029	Field Studies Task Manager	(b) (4)	Hour	(b) (4)
030	Senior Research Assistant	(b) (4)	Hour	(b) (4)
031	Biostatistician	(b) (4)	Hour	(b) (4)

	Subtotal Direct Labor			(b) (4)
	Other Direct Cost <i>(+G&A if applicable)</i>	NTE**		\$247,000.00
	ORDERING PERIOD 2 TOTAL	14,000	Total Hour	(b) (4)

**Denotes Key Personnel Positions*

***Not-to-Exceed – NTE per year*

Ordering Period 3:

CLIN	Description	Estimated Hours	Unit	Loaded Rate
001	Project Leader*	(b) (4)	Hour	(b) (4)
002	Epidemiologic Field Studies Leader*	(b) (4)	Hour	(b) (4)
003	Data Management Leader*	(b) (4)	Hour	(b) (4)
004	Data Analysis Leader*	(b) (4)	Hour	(b) (4)
005	Senior Lead Biostatistician	(b) (4)	Hour	(b) (4)
006	Senior Lead Statistician	(b) (4)	Hour	(b) (4)
007	Task Order Lead	(b) (4)	Hour	(b) (4)
008	Epidemiologist	(b) (4)	Hour	(b) (4)
009	Senior Statistician	(b) (4)	Hour	(b) (4)
010	Librarian	(b) (4)	Hour	(b) (4)
011	Research Assistant	(b) (4)	Hour	(b) (4)
012	Data Manager	(b) (4)	Hour	(b) (4)
013	Statistical Programmer	(b) (4)	Hour	(b) (4)
014	Junior Librarian	(b) (4)	Hour	(b) (4)
015	Junior Data Manager	(b) (4)	Hour	(b) (4)
016	Junior Statistical Programmer	(b) (4)	Hour	(b) (4)
017	Analytical Chemistry Technician	(b) (4)	Hour	(b) (4)
018	Biology/Biochemistry Technician	(b) (4)	Hour	(b) (4)
019	Senior Environmental Sample Collector	(b) (4)	Hour	(b) (4)
020	Field Study Site Lead	(b) (4)	Hour	(b) (4)
021	Technical Editor	(b) (4)	Hour	(b) (4)
022	Environmental Sample Collector	(b) (4)	Hour	(b) (4)
023	Field Interviewer	(b) (4)	Hour	(b) (4)
024	Junior Biostatistician	(b) (4)	Hour	(b) (4)
025	Junior Statistician	(b) (4)	Hour	(b) (4)

026	Junior Epidemiologist	(b) (4)	Hour	(b) (4)
027	Field Study Site Supervisor	(b) (4)	Hour	(b) (4)
028	Deputy Project Leader	(b) (4)	Hour	(b) (4)
029	Field Studies Task Manager	(b) (4)	Hour	(b) (4)
030	Senior Research Assistant	(b) (4)	Hour	(b) (4)
031	Biostatistician	(b) (4)	Hour	(b) (4)

	Subtotal Direct Labor			(b) (4)
	Other Direct Cost <i>(+G&A if applicable)</i>	NTE**		\$259,000.00
	ORDERING PERIOD 3 TOTAL	14,000	Total Hour	(b) (4)

**Denotes Key Personnel Positions*

***Not-to-Exceed – NTE per year*

Ordering Period 4:

CLIN	Description	Estimated Hours	Unit	Loaded Rate
001	Project Leader*	(b) (4)	Hour	(b) (4)
002	Epidemiologic Field Studies Leader*	(b) (4)	Hour	(b) (4)
003	Data Management Leader*	(b) (4)	Hour	(b) (4)
004	Data Analysis Leader*	(b) (4)	Hour	
005	Senior Lead Biostatistician	(b) (4)	Hour	(b) (4)
006	Senior Lead Statistician	(b) (4)	Hour	(b) (4)
007	Task Order Lead	(b) (4)	Hour	(b) (4)
008	Epidemiologist	(b) (4)	Hour	(b) (4)
009	Senior Statistician	(b) (4)	Hour	(b) (4)
010	Librarian	(b) (4)	Hour	(b) (4)
011	Research Assistant	(b) (4)	Hour	(b) (4)
012	Data Manager	(b) (4)	Hour	(b) (4)
013	Statistical Programmer	(b) (4)	Hour	(b) (4)
014	Junior Librarian	(b) (4)	Hour	(b) (4)
015	Junior Data Manager	(b) (4)	Hour	(b) (4)
016	Junior Statistical Programmer	(b) (4)	Hour	(b) (4)
017	Analytical Chemistry Technician	(b) (4)	Hour	(b) (4)
018	Biology/Biochemistry Technician	(b) (4)	Hour	(b) (4)
019	Senior Environmental Sample Collector	(b) (4)	Hour	(b) (4)
020	Field Study Site Lead	(b) (4)	Hour	(b) (4)
021	Technical Editor	(b) (4)	Hour	(b) (4)
022	Environmental Sample Collector	(b) (4)	Hour	(b) (4)
023	Field Interviewer	(b) (4)	Hour	(b) (4)
024	Junior Biostatistician	(b) (4)	Hour	(b) (4)
025	Junior Statistician	(b) (4)	Hour	(b) (4)
026	Junior Epidemiologist	(b) (4)	Hour	(b) (4)

027	Field Study Site Supervisor	(b) (4)	Hour	(b) (4)
028	Deputy Project Leader	(b) (4)	Hour	(b) (4)
029	Field Studies Task Manager	(b) (4)	Hour	(b) (4)
030	Senior Research Assistant	(b) (4)	Hour	(b) (4)
031	Biostatistician	(b) (4)	Hour	(b) (4)

	Subtotal Direct Labor			(b) (4)
	Other Direct Cost (+G&A if applicable)	NTE**		\$272,000.00
	ORDERING PERIOD 4 TOTAL	14,000	Total Hour	(b) (4)

**Denotes Key Personnel Positions*

***Not-to-Exceed – NTE per year*

TOTAL

CONTRACT

VALUE:

TOTAL 5 YEAR CONTRACT	70,000	Total Hour	\$8,302,590.00
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ATTACHMENT 2

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

Research Support for Environmental Epidemiologic Studies

1.0 GENERAL OBJECTIVES, MANAGEMENT, AND OPERATIONS

The objective of this contract is to provide professional and technical support for the Office of Research and Development (ORD) National Health and Environmental Effects Laboratory, Environmental Public Health Division of the Environmental Protection Agency (EPA). The studies will be in the area of environmental epidemiology. Environmental epidemiology is an integral component in ORD's research program. Some of the regulations that allow the EPA to do research on the topics within this Performance Work Statement are the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act and the Toxic Substances Control Act (TSCA). The contractor shall, plan, develop, design, implement, conduct, and report on studies, as well as collect, procure, manage, and analyze human and/or environmental data. The contractor shall also collect, procure, prepare, ship, and analyze human biologic specimens and environmental samples for the EPA. The contractor shall obtain and analyze existing data bases and data sets to evaluate associations between environmental measures and health effects (examples include the National Health and Nutrition Examination Survey, NHANES; Center for Medicare and Medicaid Services records; birth and death records). Additionally, the contractor shall provide analytical support which shall include analysis of large biological data sets, for example, genomics data, using specialized computational biology, data manipulation and mining methods and deployment of text/literature mining approaches for literature driven research. The contractor shall conduct field studies which will consist of environmental sample collections (e.g., air, water); questionnaire development and administration; and human sample collections (e.g., blood, saliva, stool) and processing. The contractor shall conduct professional workshops; convene expert panels to discuss pertinent environmental issues and provide feedback, prepare reports, provide peer review and comment on scientific research. The contractor shall support the administration, management, and conduct of studies and workshops designed and executed by the Environmental Protection Agency alone or in instances where the EPA has partnered with other Government Agencies such as the Centers for Disease Control (CDC), the National Institute for Environmental Health Sciences (NIEHS) and the U.S. Food and Drug Administration

This is a research support contract, and therefore, the contractor shall perform technical operations requiring documentation in bound laboratory notebooks and other methods of primary data reporting which shall be specified in the Contractor's Task Order Proposals, overall Quality Management Plan (QMP) and/or individual Quality Assurance Project Plans (QAPPs) and approved by the EPA. The contractor shall adhere to Government requirements regarding data archiving and maintaining confidentiality of personal identifying information (PII) and data as reflected elsewhere in this Performance Work Statement.

The contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review by the contracting officer or contracting officer's representative. The Government will make all final regulatory, policy,

and interpretive decisions resulting from contractor-provided technical support under this contract and make the final decision on all contractor-provided recommendations. The contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express advance written approval. When submitting materials or reports that contain recommendations, the contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based.

All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g., participating as a panel member or speaker; answering the telephone, etc.), contractor staff shall verbally identify themselves as contractor personnel so there is no possible appearance of being EPA officials.

1.1 Project Management

The contractor shall interface and communicate with the EPA Contracting Officer's Representative and the Contracting Officer in performance of this requirement

1.2 Quality Assurance

The contractor shall perform the necessary quality assurance (QA) and quality control (QC) activities to meet the data quality objectives for a project or task. The QMP shall be in accordance with the EPA Requirements for Quality Management Plans (QA/R-2) (see local clause EPA-L-46-101. The approved QMP shall be incorporated into the contract at the time of contract award.

After contract award, the Contracting Officer will issue Task Orders to the contractor which will require the contractor to prepare a QA Project Plan (QAPP) or accept the QAPP prepared by EPA for each Task Order project. Additional project specific QA plans (QAP), prepared in accordance with EPA Requirements for QA Project Plans (QA/R-5) and EPA Guidance for Quality Assurance Project Plans (QA/G-5), may be required in individual Task Orders. For example, a project specified by a Task Order may include small tasks of short duration or work which are broadly defined and represent operating procedures that have not been standardized, but are still in the research and development phase. In some cases, the Task Order Proposal developed by the contractor may serve as the QAPP, provided they address the elements required by a QAPP, at the discretion of the EPA. The EPA Contracting Officer's Representative will specify the QA category of work as A or Bas defined in Section 13.7 of the ORD Policies and Procedures Manual. This manual will be provided by the COR within ten (10) days after contract award. Any of the Task Orders may be subject to EPA

audit to assure adequate QA procedures are followed.

QAPPs shall be prepared in accordance with EPA requirements. QAPPs shall be prepared as prescribed by the most recent version of agency documents EPA QA/R-5 entitled “EPA Requirements for Quality Assurance Project Plans” and EPA QA/G-5 entitled “EPA Guidance for Quality Assurance Project Plans”.

QA guidelines and requirement documents including EPA QA/R-2, EPA QA/R-5 and EPA QA/G-5 are available at the following address: <https://www.epa.gov/quality/agency-wide-quality-system-documents>. These documents are available in Adobe acrobat PDF format. The contractor shall submit revisions to the QAPP for a Task Order: (a) when directed by the EPA and (b) whenever the Task Order requirements are changed by an appropriate Task Order amendment. The contractor may submit recommended revisions to the QAPP when the contractor believes such revision is deemed desirable for optimum achievement of the contract objectives. Every revision to the QAPP shall be approved by the EPA prior to implementation by the contractor. All QA documentation shall be completed and given to the EPA in its final form at the end of any project or Task.

1.3 Data Archiving and Disposition of Research Project Files

The contractor shall provide support for Task Orders that require data collection on EPA projects. Data collection shall be carefully planned from the beginning for the eventual data archiving and disposition of research project files that will occur at the end of the project or closeout of this contract. Information detailing relevant aspects of the EPA National Records Management Program in planning for the eventual data archiving and disposition of research files may be found at <https://www.epa.gov/records>. The EPA Task Order Contracting Officer’s Representative will provide the category of the project which will be provided in each Task Order.

It is the policy of the Environmental Protection Agency to safeguard individuals' privacy in a manner consistent with the Privacy Act, E-Government Act, OMB directives and other federal requirements concerning privacy. EPA has established a National Privacy Program to oversee privacy policies, procedures, practices, standards or guidance and implementation of the provisions in a manner consistent with these Acts and Directives. The contractor shall conform to the policy directives as provided at <https://www.epa.gov/sites/production/files/2015-09/documents/2151.1.pdf>. The contractor shall adhere to Privacy rules of conduct and are subject to appropriate administrative, civil, or criminal penalties if they knowingly, willfully, or negligently disclose Privacy Act information to unauthorized persons.

1.4 Network Security

Access to the EPA computing infrastructure and data is subject to compliance with EPA Information Security Policy CIO 2150.3 (https://www.epa.gov/sites/production/files/2013-11/documents/ansp_interim_policy.pdf), and EPA Directive 2195A1 (EPA Information Security Manual). The contractor is subject to any new compliance mechanisms required by

EPA information security during the completion of this contract. Annual IT Security Training is required and will be provided by the EPA

1.5 Compliance with requirements for human subjects' research

The contractor shall identify and provide individuals with the appropriate expertise and training on the ethical requirements associated with human subjects' research and preparation of Institutional Review Board (IRB) protocols, consent forms and other documents. Key contractor personnel shall be required to complete ethics training as specified by EPA Environmental Public Health Division's IRB of record which is currently the IRB of the University of North Carolina at Chapel Hill (UNC-CH). The contractor shall have no contact with research subjects without full approval of all research approaches and procedures from the UNC-CH IRB and the EPA Human Research Protocol Officer and/or Human Subjects Research Review Official. All Contractor communication with the UNC-CH IRB shall be through the EPA, unless otherwise specified. In the event the EPA IRB of record is changed or modified during the course of the contract, the contractor shall be notified of any new or revised IRB requirements or training.

2.0 RESEARCH SERVICES AND SUPPORT FUNCTIONS

The contractor shall furnish all qualified personnel, materials, facilities, and equipment to provide the following technical and professional support to the Environmental Protection Agency. The contractor shall provide research support services in the following areas:

2.1 Data Management and Analysis Support Services

- A. The contractor shall provide statistical, bio-statistical, geospatial, computational biology, and general data analysis support to specifically defined research projects as specified in Task Orders. Some data sets cannot be shared and are stored on a single workstation without network access. These data are acquired under restrictive data-use agreements and analysis may require the contractor to provide on-site support at the EPA research facility in Chapel Hill, North Carolina. Specific statistical areas include, but are not limited to, the analysis of data, both continuous and discrete from analytical experimental designs, such as arise in the analysis of multiple environmental exposures; health effects of dose or concentration and duration of exposure; management, analysis and interpretation of genomic and epigenomic data; and linear and non-linear regression models of human epidemiologic data, both continuous and discrete.
- B. The contractor shall provide the following types of analytical support
 - 1. Statistical analyses and consultation, including, but not limited to regression modeling, time-series analyses, hierarchical modeling, spatial analysis, cluster and network analysis, Bayesian modeling, and multivariate methods.

2. Analysis, management, quality assurance and interpretation of epidemiologic data, including, but not limited to, construction of synthetic cohorts from existing record systems, acquisition of data sets, confounder identification, covariate selection, and causal inference.
3. Analysis, management, quality control and interpretation of genomic, epigenomic, gene expression, microarray, immunoassay and other biomarker data.

C. The contractor shall provide the following data management and analysis support services:

1. Obtain, format, clean and code datasets provided by investigators and/or obtained by the contractor.
2. Management and formatting of complex, very large data sets using languages such as R and/or Python.
3. Provide scientific data management documentation for various epidemiologic and exposure assessment projects.
4. Management and documentation of large databases including geospatial data, clinical data, genetic data
5. Document databases by the preparation of meta-data and codebooks with variable listing and description
6. Prepare and manage databases for public release, including version control and documentation and removal of all PII
7. Geocode addresses or place names.
8. Perform and document data storage, back up, and retrieval.
9. Provide simple and secure data storage with restricted access for large data bases including those with personally identifiable information.
10. Provide technical support to code data, review computer output, update or create databases for this contract, perform data transfers, apply manual quality control procedures, provide recommendations on appropriate statistical analysis, validate modeling results, use of test sets, and create and maintain procedures for use in statistical computing program installation and maintenance as specified in the Task Orders.
11. Write and/or provide support in writing results of maintenance efforts in the form of log files, standard operating procedures, or other such

appropriate documents. Prepare presentations related to the work performed, as required.

D. Perform and document analyses of data. Documentation of the analyses shall include copies of the computer program code used to create the analysis. The Contractor shall expedite analyses of data using existing statistical software packages or, if required, develop the software necessary for the analysis.

E. Provide technical support for computer processing of research datasets. Datasets shall contain information from all phases of the study including resultant research raw data.

F. Develop programs and process data using new and/or innovative statistical analysis methods as appropriate using commercially available software or commercially available general purpose programming languages. Provide all source code documentation, user guides, system administration manuals, etc., to document these programs. The technical and theoretical formulation of the statistical methods and details of required program documentation shall be provided as required by the Task Orders.

G. Prepare descriptions of methodology and results of research efforts in the form of draft submissions to peer-reviewed literature, EPA technical reports, or other such appropriate documentation. Provide technical editing of EPA draft documents as necessary. Prepare presentations and seminars related to the work performed as required by individual Task Orders.

H. Conduct literature searches and perform systematic reviews and/or meta-analyses. Systematic reviews of observational studies shall be designed according to meet the criteria outlined in the MOOSE guidelines wherever possible (<https://www.editorialmanager.com/jognn/account/MOOSE.pdf>).

I. Prepare narrative reviews, expert opinion, position papers or white papers. Such work may require the identification of appropriate experts in the research area.

J. Prepare graphic materials for poster and oral presentations.

K. Write and/or technically edit manuscripts or sections of manuscripts for publication in peer-reviewed journals, books, and EPA or other technical reports.

All deliverables shall meet the requirements as set forth in each Task Order.

2.2 Planning and Launching of Epidemiologic Studies

The nature, type and frequency of epidemiologic field studies will vary depending on EPA priorities and budget constraints. The contractor shall ensure that all epidemiology studies shall be planned to meet checklists listed in the STROBE guidelines wherever possible (http://strobestatement.org/fileadmin/Strobe/uploads/checklists/STROBE_checklist_v4_combined.pdf). The contractor shall provide support in planning and conducting epidemiologic

studies as specified in Task Orders. These studies will be completed in field at chosen study sites or at clinical health facilities. The contractor shall obtain approval from the Task Order Contracting Officer's Representative and/or Contracting Officer prior to publishing any document. All publications must be in accordance with EPAAR 1552.237-70 - CONTRACT PUBLICATION REVIEW PROCEDURES (APR 1984).

The contractor shall conduct the following closely related field activities, as identified in Task Orders, throughout the performance of a task:

A. Plan epidemiologic field studies, to include:

1. Determine the appropriate locations, individuals or groups best suited for a specific study and obtain their cooperation, approval, and consent as necessary for implementation of the study. The contractor shall determine and provide acceptable study site locations including obtaining laboratory and clinical facilities and ancillary logistics to conduct the studies. This may require contacting federal or state agencies, local institutions such as hospitals, industrial concerns, unions, laboratories, public or private clinics and physicians, public utilities, volunteer private citizens, etc. to conduct these activities. If required by EPA, the contractor shall provide support to EPA in obtaining the appropriate review and approval from the Office of Management and Budget (OMB), prior to conducting these activities.
2. Schedule, provide support for, and participate in communications and/or meetings between EPA research investigators and agents for those parties whose cooperation or approval is needed, as well as conduct workshops and related meetings, including arranging for extramural expert review of research plans, and write reports needed to gather scientific input regarding study issues and design.
3. Provide support services necessary for the conduct of field studies. The contractor shall monitor the progress and completion of all support services and provide the Task Order Contracting Officer's Representative with regular reports describing work performed and completed under these activities in accordance with individual Task Order requirements.
4. Identify and furnish all documentation and background material required to facilitate cooperation and study approvals. This includes communication with other federal agencies, IRBs or other reviewing parties.
5. Provide support for planning the method of identification of study subjects including the performance of statistical calculations to determine required sample size through power calculations and study

planning and through the recommendation of different sampling schemes.

6. Develop and produce appropriate sections of study protocols, consent forms, standard and/or recommended operating procedures, data collection forms, including survey instruments and protocols for collecting biological, environmental and physiological specimens or data for each study as necessary. The contractor shall support EPA in obtaining appropriate clearances or “forms” for the Office of Management and Budget or other designated Government clearance points, as well as for Institutional Review Boards providing clearances for protection of human subjects. However, EPA will be responsible for actually obtaining the clearances.

B. Collect data and physiological, clinical, environmental and biologic materials.

This may involve some or all of the following, depending upon the study design:

1. Design, develop, and furnish to the Contracting Officer’s Representative and/or Task Order Contracting Officer’s Representative for approval written procedure manuals for abstracting, interviewing, and coding; and for collecting and transporting biological and environmental specimens. Collection of this material may involve susceptible populations such as the elderly, pregnant women, minor children and infants.
2. Obtain informed consent and assent from study subjects, including consent from guardians of minor children and infants, and approvals for collection of biological, psychological, and physiological materials; genetic bioindicators; and environmental samples required for field studies with laboratory components with provision to obtain consent for storing and using biological samples for future undesignated analyses; and consent from physicians for contacting patients for inclusion as study participants.
3. Collect physiological and clinical measurements, for example, anthropometrical measurements, pulmonary functions, heart rate and blood pressure.
4. Collect biological samples, such as human blood, saliva, urine, hair, feces, sperm, breast milk, cord blood, amniotic fluid, tissue samples and other human specimens, non-human biological samples, in accordance with the approved procedures including use of bar coded labeling procedures as specified in the Task Order.
5. Obtain environmental and weather data from existing databases such as

weather conditions, temperature, precipitation as specified in the Task Order from public or private entities such as the National Oceanographic and Atmospheric Administration (NOAA), States, or others.

6. Identify and trace individuals for study via the determination of vital status, current residence, phone number, and other appropriate avenues of information.
7. Review and abstract information, scan into electronic digital images to include optical character recognition (OCR) capabilities, and/or photocopy records (vital records, hospital charts, clinic or physician's office charts, union or industry job records, Government records, or other historic documents, etc.) after obtaining informed consent from the study subjects, clearances, or approvals and maintain quality control over the abstracting process. The contractor shall independently verify samples of records and provide additional quality control when specified in the Task Order.
8. Develop study instruments appropriate to collect data and record subject responses as appropriate to the study. This may include questionnaire design, development and validation, either as a hardcopy, or in electronic form as an "app" for a phone or mobile device.
9. Obtain, manage and format the data obtained from questionnaires or study instruments described above.
10. Only as consistent with the Paperwork Reduction Act, EPAAR 1552.237-75 - PAPERWORK REDUCTION ACT (APR 1984), administer interviews of subjects or their family members in person or by telephone or provide for self-administered surveys through mail, via the Internet, or through hand-held devices. In some cases, responses may need to be uploaded through electronic media through a secure Internet connection. Interviews may be conducted by multi-lingual interviewers. Questionnaires shall be developed for alternative languages as necessary. Interviews shall be conducted in, but not be limited to, residences, clinical care settings, hospitals, schools, and field study locations.
11. Track study participants, follow-up with non-responders, and verify responses as required by protocol as developed by EPA investigators. As a quality assurance control, the Task Order Contracting Officer's Representative or his/her designee may independently verify or request the contractor to verify samples of completed questionnaires.
12. Develop and program subject self-administered data collection

(hardcopy, computer assisted, and on-line questionnaire via Websites, or mobile devices, e.g., “apps”) to include use of handheld devices and uploading of data via electronic means for collection into databases.

13. The contractor shall be responsible for providing monetary and/or non-monetary incentives to organizations participating in studies, expert panelists, parents or guardians of minor child participants, physicians and other health care providers, and subject participants, as stipulated in the Task Order.
14. Arrange transport for biological and environmental sampling equipment and materials for field data collection.
15. Arrange transport of biological samples from the field to the laboratories where analyses will be conducted. Examples of typical procedures include but are not limited to: processing (e.g. separation of serum samples, division of samples into individual aliquots or fractions, and simple cell isolation, such as Ficoll separation of lymphocytes), aliquoting, and transport on dry ice or other appropriate cooling methods of biological samples, standard culturing techniques (such as those used for cytogenetics or microbial specimens).
16. Abstract and code technical information concerning biological or environmental specimens and the result of their laboratory analyses.
17. Obtain birth certificates, death certificates, clinic and hospital data, or other records from various local, State and Federal government agencies and from private organizations. Procure other data, including from the National Death Index data, Social Security Administration, US Census, Department of Motor Vehicles and the Health Care Finance Administration (HCFA). The contractor shall be responsible for determining and handling all administrative details, including payment arrangements for obtaining the information.
18. Conduct or arrange for routine or standardized laboratory analyses, such as standard clinical hematologic, biochemical, cytological, genotypic, immunological (e.g. ELISA, immunoblot), and other analyses. This may include on-site analyses at an EPA laboratory by Contractor’s personnel using standardized methodologies and standard laboratory equipment to be provided by EPA.
19. Process and analyze laboratory data using standard techniques and approaches (e.g. estimate concentrations of analytes in biological samples using standards assayed at serial dilutions, characterize sample-to-sample variability, produce statistical summaries, conduct quality control checks of laboratory results, merge laboratory data with

other types of data, such as questionnaires, medical data, and environmental data.

20. Travel to domestic and/or international locations may be required for the purpose of performing research support and/or disseminating research results and laboratory methods associated with particular Task Orders. Whenever possible, local staff, telephone or video conferencing shall be used to minimize travel costs.

The contractor shall participate in EPA collaborative research projects involving other contractors, national and international research organizations, local, federal, and state organizations, and foreign governments. These collaborative activities shall include but not be limited to collection, processing, and exchange of human samples and data, environmental samples and data, chemical and biological samples and data, and other usual and customary research functions.

2.3 Sample Shipping, Storage, and Custody

The contractor shall provide a chain of custody service for samples they have collected, received or shipped. The contractor shall receive and appropriately store samples that are to be shipped to a laboratory for analysis or storage, as well as provide records of storage so other lab personnel shall be able to locate samples. The contractor also shall package and ship samples provided and obtain necessary licenses and permissions. The contractor shall provide the supplies when necessary to perform these tasks, including containers for the samples. Samples that the contractor may be required to obtain, receive, ship, store, inventory and maintain include, but are not limited to, chemicals, human samples, cell cultures, tissues, biological fluids, blood, and environmental samples (air, soil, water, food).

The contractor shall perform the following specific duties:

- A. Provide routine record keeping for samples entering or exiting storage facilities as specified in the Task Order.
- B. Provide deviation logs for all samples collected outside of protocol specifications, delayed shipments, and other deviations from usual practices.
- C. Provide inventory of all samples as specified in the Task Order.
- D. Label, package and ship samples as specified in the Task Order.
- E. Provide and maintain a chain of custody for samples. Proper documentation shall accompany each shipment.

2.4 Interpretation and Translation Services

In accordance with the Task Orders, the contractor shall provide verbal and written translation

services, including, as needed, data management associated with interpretation and translation from a foreign language into English or from English into a foreign language. Documents prepared in languages other than English shall be back-translated to English and/or peer reviewed for Quality Assurance of acceptability by the target audience. These translation services include, but are not limited to, the following: meetings; interviews; field studies; discussions; instructions; non-technical, scientific or technical papers, reports, articles, letters or correspondence documents; research study questionnaires; scientific or technical data collection forms; protocols; sample labels for environmental and human samples; and health, epidemiologic, and medical records, tables of data, or documents. The type of software to be used in the translation shall be specified in the Task Order. Written documents generated are to be of a quality suitable for publication in peer-reviewed scientific journals.

2.5 Symposia, Conferences, Seminars, Peer Review Panels, and Workshops

The contractor shall conduct symposia, workshops, seminars, and conferences including arranging for conference facilities; preparing and disseminating invitational materials such as letters, brochures and flyers; identifying and providing speakers and other workshop personnel; recording presentations; registering attendees and providing logistical support during the meeting; preparing registration materials for distribution at the meeting; editing, formatting, and preparing highest quality electronic TIFF, JPG, EPS, or PDF files for proceedings or other meeting documentation or for scientific journal publication.

The contractor shall be responsible for arranging meeting facilities; audiovisual equipment rental; transcription services for recorded presentation; and supplies for participants such as name tags, paper, pens, and photocopies. The contractor shall be responsible for registering participants and providing support at the conference site, such as providing a message center and making necessary travel arrangements for experts and arranging for guest speakers or panel experts who will be actively participating in the conference or symposium. The contractor shall provide approved honoraria for experts and panelists, as necessary, documenting and reporting all transactions. Editorial, writing, graphics, and word processing capabilities will be required for the preparation of written materials (e.g., brochures, signs, and proceedings). As specified in the Task Order, the Government will provide written notification to the contractor of all workshops and conferences a minimum of three weeks prior to the beginning of the workshop or conference.

2.6 Other Types of Information Products

The Contractor shall provide information products, such as user's guides, conference proceedings, workshop reports, technical papers for presentations, book articles, etc. In general, these types of information products shall be handled according to the procedures described in the November 1982 publication "Office of Research and Development (ORD) Technical Information Policy and Guide", which can be found at https://cfpub.epa.gov/si/si_public_record_report.cfm?dirEntryId=130194&keyword=manuals&actType=&TIMSType=+&TIMSSubTypeID=&DEID=&epaNumber=&ntisID=&archiveStatus=Both&ombCat=Any&dateBeginCreated=&dateEndCreated=&dateBeginPublishedPresented=&dateEndPublishedPresented=&dateBeginUpdated=&dateEndUpdated=&dateBeginCo

mpleted=&dateEndCompleted=&personID=&role=Any&journalID=&publisherID=&sortBy=revisionDate&count=50&CFID=65360666&CFTOKEN=94342958 and “EPA Peer Review Handbook, 4th Edition” which can be found at: <https://www.epa.gov/osa/peer-review-handbook-4th-edition-2015>. All communication shall go through the EPA Contracting Officer (CO) and the Contracting Officer’s Representative (COR).

ATTACHMENT 3

KEY PERSONNEL SKILL CATEGORY DESCRIPTIONS AND REQUIREMENTS

Key Personnel Skill Category Descriptions and Requirements:

All contractor personnel performing under this contract must meet the minimum requirements for the applicable contract labor category described herein and must be acceptable to EPA in terms of professional expertise and conduct.

The following experience is required for key personnel:

- a. **Project Leader** with either 1) a Doctoral Degree in a statistical, engineering, biological, chemical, or health science field such as biostatistics, environmental health, toxicology, or epidemiology, plus at least 5 years' experience managing human research studies, conducting human health projects or closely related research, or 2) a Master's Degree or equivalent plus at least 10 years of experience in biostatistics, data management, epidemiology, or closely related research. Based on work experience, knowledge and skills, the Project Leader shall be capable of coordinating complex projects and the work of multiple individuals.
- b. **Epidemiologic Field Studies Leader** with a Master's Degree or equivalent in epidemiology, public health, environmental health, medical technology, nursing, biostatistics, toxicology, or a related discipline. The individual shall have demonstrated experience in launching environmental field studies at various sites, direct skills and experience in documenting protocols and modifications thereof, initiating subject selection and supporting subject enrollment efforts, supervising or conducting the administration of questionnaires and completing all data collection forms and other survey instruments, supervising or conducting biologic specimen and environmental specimen collection, overseeing or conducting safe and appropriate shipment of biologic materials and environmental materials, and experience in the IRB approval process.
- c. **Data Management Leader** with 1) a Doctoral Degree in biostatistics, computer science plus at least 5 years' experience in data management, or 2) a Master's Degree or equivalent plus at least 10 years' experience in biostatistics and data management. The individual shall have demonstrated experience in statistical/bio-statistical analysis and management of environmental and health related data.
- d. **Data Analysis Leader** with 1) a Doctoral Degree in biostatistics, computer science plus at least 5 years of experience in human health data analysis, or 2) a Master's Degree or equivalent plus at least 10 years of experience in biostatistics. The individual shall have demonstrated experience in statistical / bio-statistical analysis of environmental and health related data.

ATTACHMENT 4

REPORTS OF WORK

REPORTS OF WORK

The contract work shall be divided into Task Orders. The contractor shall submit a Task Order Proposal (to include a price quote) for each Task Order Request for Proposal (TORFP). . Additionally, monthly progress reports and monthly financial management reports are required. Informal, twice monthly expenditure reports and special reports may be required for selected Task Orders. Reports submitted under this contract shall reference the contract number, the Task Order number and the Environmental Protection Agency (EPA).

A. TASK ORDER PROPOSALS

The Contractor shall prepare Task Order Proposals as requested by Task Orders. The Contractor shall include sufficient detail as to their approach to complete the work, and shall provide an estimated budget, given the estimated number of hours needed to complete the tasks as indicated in the Task Order Proposal. The Contractor shall provide the written Task Order Proposal to the Contracting Officer, the Contracting Officer's Representative and the Task Order Contracting Officer's Representative within 20 calendar days of receipt of the Task Order.

B. MONTHLY PROGRESS REPORT

(a) The Contractor shall furnish electronic copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using Task Orders or delivery orders, include the estimated percentage of task completed during the reporting period for each Task Order or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions waiting Contracting Officer Authorization, noted with the corresponding Task Order, such as subcontractor consents, overtime approvals, and Technical Proposal approvals.

(d) The progress report shall specify financial status at the contract level as follows:

- (1) For the current reporting period, display the amount claimed.
- (2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
- (3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved Task Order Proposals.

(e) The report shall specify financial status at the Task Order or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on Task Order Proposal, or latest Task Order/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: The Technical Proposal amount or latest Task Order or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the Task Order or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the Task Order.

(5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved Task Order Proposals.

(6) A list of deliverables for each Task Order or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addressees on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (f), for details on the timing of submittals. Distribute reports as follows:

No. of electronic copies:

1 Contract Level Contracting Officer Representative (Contract Level COR)

1 Contracting Officer

C. QUALITY ASSURANCE PROJECT PLANS

The Contractor shall prepare additional QA Project Plan(s) as specified by each Task Orders.

D. INVENTORY OF CONTRACTOR PURCHASED SUPPLIES

As requested by the Contracting Officer's Representative, the Contractor shall provide a report that details the current inventory of Contractor purchased and stored supplies. As appropriate, the inventory should be listed by Task Order (as requested by EPA) basis.

ATTACHMENT 5

**SERVICE CONTRACT ACT WAGE
DETERMINATION**

ATTACHMENT 6

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total

contract value, and amount and type of fee payable (as applicable).

(8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.

(9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions. NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation

by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(2) Contract Number - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 7

QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE SURVEILLANCE PLAN

Introduction:

This Quality Assurance Surveillance Plan (QASP) outlines the procedure for surveillance of the contract/task order. This QASP has been developed in order to ensure an acceptable level of performance on critical contract elements. The QASP identifies critical performance elements, establishes performance indicators and standards, serves as the plan for surveillance, and lays out inspection methods and procedures to be used in monitoring performance. Additionally, the QASP shall identify thresholds for acceptable levels of performance.

Purpose:

The purpose of the QASP is to show in detail the government's plan for monitoring the performance of the contractor and to provide for quality assurance. The QASP has been developed to evaluate contractor actions while accomplishing the Performance Work Statement (PWS).

Objective:

This QASP is to be used at the Task Order level by the Contracting Office/Ordering Office issuing the Task Order. The plan should be tailored to fit the individual requirements of each Task Order, while maintaining overall plan integrity and meeting the required standards. For each Task Order, the Task Order Contracting Officer's Representative (TOCOR) should define the procedures to be followed by the Government to ensure that required performance standards are met.

Responsibilities:

The contractor, not the government, is responsible for the management and quality control actions necessary to meet the terms and conditions of the Task Order. The role of the government is quality assurance to ensure that contract standards are achieved.

The government desires to maintain a consistent quality standard based on the PWS. Due to the nature of this contract, the government must monitor performance to ensure that services are rendered in an acceptable manner with minimal deficiencies.

General Surveillance Approach:

The government TOCOR and/or Project Officer will evaluate the services produced under each approved Task Order in order to ensure compliance.

The TOCOR, Alternate TOCOR, or Project Officer will inspect all final deliverables required under each Task Order in order to ensure contractor compliance with the appropriate requirements, as established in the PWS. The TOCOR will record results of each inspection of a final deliverable, noting the date and time of inspection. If the inspection indicates unacceptable performance, the TOCOR will inform the contractor task order manager of the deficiencies, and necessary correction(s). The contractor shall be given a reasonable amount of time after notification to correct the deficiencies.

Acceptable Performance Standard:

No less than 60% no return rate for all final deliverables for year 1; 70% for year 2; and 80% for years 3, 4, and 5. No return means deliverables shall be satisfactorily completed without the need for deficiency correction by the contractor.

Performance will be factored into the annual evaluation of performance.

ATTACHMENT 8

SMALL BUSINESS SUBCONTRACTING PLAN